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1. GENERAL PROVISIONS

1.1. Purpose

1.1.1. The purpose of these General Provisions is to set forth those provisions common to all General Aviation Primary Guiding Documents (Primary Guiding Documents). In addition, the General Provisions define the key words that are utilized throughout the Primary Guiding Documents.

1.2. Definitions

1.2.1. Definitions identified (by use of a capital letter) and defined in Section 2 (Definitions), whenever used in these Primary Guiding Documents, shall be construed as defined therein unless from the context a different meaning is intended, or unless a different meaning is specifically defined and more particularly ascribed to the use of such words or phrases.

1.2.2. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

1.2.3. Words or phrases that are not defined shall be construed using the common meaning as they apply to generally known aviation industry terminology.

1.3. Governing Body

1.3.1. The Napa County Airport (Airport) is owned by Napa County, California (County), operated by the Department of Public Works (Department), and governed by and through the County Board of Supervisors (Board). The authority to grant the occupancy and Commercial use or development of Airport land or Improvements, the right to engage in any Activity at the Airport, and to approve, adopt, amend, or supplement any Agreement, policy, or practice relating thereto is expressly reserved to the Board.

1.3.2. The Napa County Airport Advisory Commission (Commission) functions to advise the Board on all matters pertaining to Airport operations including (a) recommendations regarding maintaining and improving Airport safety, (b) prepare and update the Airport Master Plan, (c) review and make recommendations regarding the annual Airport budget, (d) recommendations regarding leases, concessions, rates, and charges, (f) submittal of reports relating to Airport activities, and (g) recommendations, when requested, regarding other matters pertaining to aviation.

1.4. Authority to Adopt

1.4.1. The authority to adopt these Primary Guiding Documents by the Board is delegated by the California Aeronautics Law, State Aeronautics Act, Public Utilities Code, Chapter 1 General Provisions and Definitions, Article 3. Regulation of Airports, Article 3.5 Airport Land Use Commission, Powers and Duties, which specifically grants the County the power to “adopt rules and regulations”.

1.5. Statement of Policy

1.5.1. It is the intent of the Board to: (1) plan, manage, operate, finance, and develop the Airport to ensure its long-term financial health and protect and promote the health, safety, security, and general welfare of the public consistent with all applicable Regulatory Measures and (2) encourage the



development and operation of General Aviation businesses and the provision of quality General Aviation products, services, and facilities to the public at the Airport.

- 1.5.2. As set forth by the Federal Aviation Administration (FAA), by way of its Airport Assurances, any airport developed with federal grant assistance is required to operate for the use and benefit of the public and shall be made available to all types, kinds, and classes of Aeronautical Activity on reasonable terms and without unjust discrimination.

1.6. Airport Management

- 1.6.1. The Airport Manager, an employee of the County through the Department, is responsible for the operation, management, maintenance, and security of the Airport and all County owned and operated land, Improvements, facilities, Vehicles, and equipment at the Airport.
- 1.6.2. The Board authorizes and directs the Airport Manager to:
 - 1.6.2.1. interpret, administer, and enforce Agreements and these Primary Guiding Documents and to permit, where appropriate, temporary, short-term occupancy or use of certain Airport land or Improvements; and
 - 1.6.2.2. obtain and receive copies of all licenses, Agreements, certifications, ratings, Certificates of Insurance, and other documents required to be provided to or filed with the County under these Primary Guiding Documents.
- 1.6.3. All official inquiries to the Board regarding these Primary Guiding Documents and/or compliance therewith should be directed to the Airport Manager.

1.7. Effective Date

- 1.7.1. These Primary Guiding Documents shall be in effect upon the date of promulgation by the Board.

1.8. Compliance with Regulatory Measures and Agreements

- 1.8.1. All entities occupying or using, engaging in an Aeronautical Activity on, or developing Airport land or Improvements shall comply, at the entity's expense, with all applicable Regulatory Measures having jurisdiction over the Airport, the businesses operating at the Airport, and the activities occurring at the Airport; all as may be in effect and amended from time to time.
- 1.8.2. Compliance with Regulatory Measures shall not excuse any entity from full and complete compliance with any responsibility or obligation the entity may have to the County under any existing Agreement.

1.9. Conflicting Regulatory Measures and Agreements

- 1.9.1. If a provision of these Primary Guiding Documents is found to be in conflict with any other provision of these Primary Guiding Documents, a provision of any Regulatory Measure, or a provision of an existing Agreement (if provided for in the Agreement) or future Agreement, the provision that establishes the higher or stricter standard shall prevail.
- 1.9.2. It is not the intent of these Primary Guiding Documents to repeal, abrogate, annul, or in any way impair or interfere with any existing provision of any



Regulatory Measure except those specifically repealed by these Primary Guiding Documents.

- 1.9.3. All County leasing policies, rents and fees policies, minimum standards, rules and regulations, and development guidelines previously enacted and any other County ordinance or resolution in conflict with these Primary Guiding Documents are hereby repealed to the extent of the conflict.

1.10. Right to Self-Service

- 1.10.1. An Aircraft Owner may fuel, maintain, repair, or otherwise service their own Aircraft utilizing the Aircraft Owner's Vehicles, Employees, equipment, and resources that are solely owned or employed by the Aircraft Owner (Self-Service). An Aircraft Owner is permitted to Self-Service their own Aircraft provided there is no attempt to perform such services for others, for Compensation or hire, and further provided that such right is conditioned upon compliance with these Primary Guiding Documents.

- 1.10.1.1. If the right to Self-Service is not exercised, an Aircraft Owner is only permitted to have their Aircraft fueled, maintained, repaired, or otherwise serviced at the Airport by those Operators authorized to provide such Commercial Activities at the Airport under an Agreement with the County.

- 1.10.1.2. An Operator may restrict the use of its exclusive Leased Premises for Self-Service activities.

- 1.10.1.3. Co-Op Fueling is not permitted.

1.11. Prohibited Activities

- 1.11.1. Through-the-Fence activities are prohibited at the Airport.

1.12. Fines

- 1.12.1. Entities shall have the responsibility to pay any fine or penalty levied against entity, the Airport, the County, the Board, individually or collectively, and their representatives, officers, officials, employees, agents, and volunteers as a result of entity's failure to comply with any applicable Regulatory Measure.

- 1.12.2. If the fine or penalty is contestable (and contested by the entity), entity shall pay the fine or penalty if upheld by the Agency having jurisdiction.

1.13. Severability

- 1.13.1. If one or more clauses, sections, or provisions of these Primary Guiding Documents shall be held to be unlawful, invalid, or unenforceable by final judgment of any Agency or court of competent jurisdiction, the invalidity, voiding, or unenforceability of such clauses, sections, or provisions shall not in any way affect the validity of any other clauses, sections, or provisions of these Primary Guiding Documents.

1.14. Subordination

- 1.14.1. These Primary Guiding Documents are subject and subordinate to the provisions of any existing or future agreements between the County and the State of California or the United States pertaining to the operation, management, planning, and development of the Airport and are specifically subordinated to, and to be construed as in accordance with, the Airport Assurances.



1.15. Notices, Requests for Approval, Applications, and Other Filings

1.15.1. Any notice, request for approval, application, or other filing required or permitted to be given or filed with the County and any notice or communication required or permitted to be given or filed with any existing or prospective Lessee, Sublessee, or Operator pursuant to these Primary Guiding Documents shall be in writing, signed by the party giving such notice, and shall be sent by overnight courier, United States certified mail, facsimile (confirmed by dated return signature), email (confirmed by return email), or in person (confirmed with dated and signed receipt), and shall be deemed to have been given when delivered to the County or existing or prospective Lessee, Sublessee, or Operator at their principal place of business or such other address as may have been provided to the County.

1.16. Amendments

- 1.16.1. These Primary Guiding Documents may be supplemented, amended, or modified from time to time and in such a manner and to such extent as is deemed appropriate by the Board.
- 1.16.2. The Board may issue special rules, regulations, notices, memoranda, directives, covenants, restrictions, or conditions from time to time as is deemed appropriate or necessary.
- 1.16.3. The Board shall provide for public notification of pending supplements, amendments, or modifications to these Primary Guiding Documents in order to provide the opportunity for public comment and input by Operators, Lessees, Sublessees, consumers, users, and the community.

1.17. Variance or Exemption

- 1.17.1. The Board has the right, but is not obligated, to approve a variance or exemption to these Primary Guiding Documents when special conditions or unique circumstances exist.
- 1.17.2. Prior to the Board approving or denying a variance or exemption, the County shall conduct a thorough review of all relevant information to include those items described in Section 1.17.4 of these General Provisions as well as any other information requested by the Board.
- 1.17.3. Approval or denial by the Board of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar situations at the Airport (if any) and shall be provided in writing within 90 calendar days from the receipt of the written request.
 - 1.17.3.1. If approved, the variance or exemption shall only apply to the special conditions or unique circumstances of the particular case for which the variance or exemption is granted.
 - 1.17.3.2. An approval by the Board of a variance or exemption shall not serve to supplement, amend, or modify these Primary Guiding Documents.
 - 1.17.3.3. Requests for variance or exemption can also be denied in accordance with Section 1.21 of these General Provisions
- 1.17.4. Requests for variance or exemption shall be submitted in writing to the Airport Manager and must state definitively the Primary Guiding Document



and the exact clause(s), section(s), or provision(s) for which the variance or exemption is being sought; describe the proposed variance or exemption; state the reason or rationale for the proposed variance or exemption; identify potential and/or anticipated impacts on the Airport, other entities (including Operators, Lessees, and Sublessees) at the Airport, and the community; and identify the duration of the proposed variance or exemption.

1.17.4.1. Each variance or exemption shall be requested for and approved or denied separately.

1.18. Pioneering Period

1.18.1. When products, services, or facilities are not currently being provided at the Airport, the County may enter into an Agreement with an Operator to provide such products, services, or facilities under terms and conditions that may be less than those outlined in these Primary Guiding Documents (e.g., reduced rents, lower minimum standards, etc.), only for a limited period of time (i.e., pioneering period). The duration of the pioneering period shall be specified in the Agreement.

1.19. Enforcement

1.19.1. The Board shall be responsible for enforcement of these Primary Guiding Documents.

1.19.1.1. The Airport Manager is empowered to require compliance with and enforce these Primary Guiding Documents.

1.19.2. Any entity who violates, omits, neglects, or refuses to comply with these Primary Guiding Documents or any lawful order issued pursuant thereto may be cited, removed from the Airport, denied the use of the Airport (including revocation of Apron access, use privileges, or termination of Agreement), and/or prevented from engaging in Activities at the Airport and shall be subject to all legal, equitable, statutory, and common law rights and remedies available to the County including, but not limited to, actions for declaratory relief, injunctive relief, specific performance, and damages.

1.19.2.1. Any person denied use of the Airport due to a violation of these Primary Guiding Documents may only use the Airport for the purpose of enplaning or deplaning (as a passenger) Aircraft using the Airport.

1.19.3. Any entity failing to comply with or knowingly and/or willfully violating these Primary Guiding Documents shall be guilty of a violation of law in accordance with County Ordinance Title 11 Airport.

1.19.4. In the event an entity fails to comply with these Primary Guiding Documents, the Airport Manager or County shall send a written statement of violation to such entity at its last known address. The entity shall have 10 business days within which to provide a statement to the County explaining why the violation occurred and to advise the County that the violation has been corrected.

1.19.4.1. The entity shall pay for any costs incurred by the County, including but not limited to attorney fees.



- 1.19.5. Any parties aggrieved by a decision of the Airport Manager under this section, may appeal (in writing) such decision to the Director of Public Works within 10 business days after such decision is issued.
- 1.19.6. Any parties aggrieved by a decision of the Director of Public Works under this section, may appeal (in writing) such decision to the Board within 10 business days after such decision is issued.
 - 1.19.6.1. The decision of the Board on such appeal shall be final.

1.20. Rights and Privileges Reserved

- 1.20.1. In this section, the term “activity” is inclusive of all Commercial, Non-Commercial, Aeronautical Activities, and non-aeronautical activities.
- 1.20.2. In addition to the following rights and privileges, the County reserves the rights and privileges outlined under federal and/or state Airport Assurances as such rights and privileges may be amended from time to time.
 - 1.20.2.1. The County reserves and retains the right for the use of the Airport by other entities who may desire to use the same pursuant to applicable Regulatory Measures pertaining to such use.
 - 1.20.2.2. The County reserves the right to designate specific Airport areas for activities in accordance with the Airport Layout Plan (ALP). Such designation shall give consideration to the nature and extent of current and/or future activities and the land and/or Improvements that may be available and/or used for specific activities and shall be consistent with the safe, orderly, and efficient use of the Airport.
 - 1.20.2.3. It is the policy of the County that any use, occupancy, construction, or modification of land and/or Improvements that is inconsistent with the ALP is undesirable. While the County may consider submitting to the FAA for approval of the revision of the ALP on behalf of a prospective Operator, nothing contained in these Primary Guiding Documents shall require or obligate the Board to make such submission.
 - 1.20.2.4. The County reserves the right to develop and make any Improvements and/or repairs at (or to) the Airport that it deems necessary. The County shall not be obligated to reimburse or compensate any Operator, Lessee, Sublessee, or other person for any expense incurred, loss of revenue, or inconvenience that may result from such development, improvement, and/or repair.
 - 1.20.2.5. The County reserves the right to prohibit any entity from using the Airport or engaging in activities at the Airport (and/or revoke or suspend any privileges granted to any entity) upon determination by the County that such Operator has not complied with these Primary Guiding Documents, applicable Regulatory Measures, directives issued by the County, or has otherwise jeopardized the safety of entities utilizing the Airport or the land and/or Improvements located at the Airport.



- 1.20.2.6. The County reserves the right to lease the Airport or portions thereof during war or national emergency to the United States Government for military use. If such lease is executed between the County and United States Government, the provisions of such lease shall override any inconsistent provision of an existing Agreement.
- 1.20.2.7. The County will not enter into an Agreement that will require the County to relinquish the right to take any action the County considers necessary to protect the aerial approaches of the Airport against obstruction or to prevent a person from erecting or permitting to be erected any facility or other structure which might limit the usefulness of the Airport or constitute a hazard to Aircraft.
- 1.20.2.8. The County shall not enter into an Agreement that requires the County to waive any sovereign, governmental, or other immunity to which the County may be entitled nor shall any provision of any Agreement be so construed. The County shall not enter into any Agreement that would require the County to submit to the laws of any state other than those of the State of California or the United States Government.
- 1.20.2.9. The County is under no obligation to provide financing and/or make any improvements to Airport land and/or Improvements to facilitate any development proposed by a prospective Operator or Lessee.
 - 1.20.2.9.1. While the County may choose to pursue federal, state, or other available funds to contribute to the proposed development, the County is under no obligation to do so. In addition, the County is under no obligation to provide matching funds if required to secure such funding.
- 1.20.2.10. The County reserves the right to take such actions as it may deem necessary, appropriate, and/or in the best interest of the County to preserve the assets of the Airport, protect the safety of the people who work at and use the Airport, and maintain the integrity of the County's mission, vision, and values for the County and the Airport.

1.21. Grounds for Denial

- 1.21.1. In this section, the term "activity" is inclusive of all Commercial, Non-Commercial, Aeronautical Activities, and non-aeronautical activities.
- 1.21.2. The County may reject any proposal (including requests for variances, exemptions, or encumbrances) or application for any one or more of the following reasons:
 - 1.21.2.1. The entity, for any reason, does not fully comply with the Primary Guiding Documents established by the County. The burden of proof shall be on the entity and the standard of proof shall be by clear and convincing evidence.
 - 1.21.2.2. The entity's proposed activities and/or Improvements will create a safety hazard at or on the Airport.



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- 1.21.2.3. The County would be required to expend funds and/or supply labor and/or materials in connection with the proposed activities and/or Improvements that the County is unwilling and/or unable to spend and/or will result in a financial loss or hardship to the County or the Airport.
- 1.21.2.4. No appropriate, adequate, or available land and/or Improvement exists at the Airport to accommodate the proposed activity of the entity (at the time the proposal or application are submitted), nor is such availability contemplated within a reasonable time frame.
- 1.21.2.5. The proposed activities and/or Improvements do not comply with the Master Plan or the ALP then in effect or anticipated to be in effect within the time frame proposed by the entity.
- 1.21.2.6. The proposed activities and/or Improvements will result in congestion of Aircraft, unduly interfere with activities of any existing Operator, and/or prevent adequate access to the Leased Premises of any existing Lessee or Sublessee, in the sole discretion of the County.
- 1.21.2.7. The entity has intentionally or unintentionally misrepresented or omitted material fact in the proposal, on the application, and/or in supporting documentation.
- 1.21.2.8. The entity has failed to make full disclosure in the proposal, on the application, and/or in supporting documentation.
- 1.21.2.9. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has a record of violating the Regulatory Measures of the County (or any other airport sponsor), the FAA, or any other Regulatory Measure applicable to the Airport and/or the entity's proposed activity and/or Improvements.
- 1.21.2.10. The entity or an officer, director, agent, representative, shareholder, or employee of the entity has defaulted in the performance of any Agreement or Sublease at the Airport or at any other airport.
- 1.21.2.11. The entity does not exhibit adequate financial responsibility or capability to undertake the proposed activity and/or Improvements.
- 1.21.2.12. The entity cannot provide a performance bond or applicable insurance in the type and amounts required by the County for the proposed activity and/or Improvements.
- 1.21.2.13. The entity or an officer or director of Applicant has been convicted of a felony.
- 1.21.2.14. The entity's proposed activity and/or Improvements have been or could be detrimental to the Airport.
- 1.21.2.15. The entity seeks terms and conditions which are inconsistent with County's policies or any request for proposal (or any other invitation for proposals) issued by the County.



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1.21.2.16. The entity's interests and/or the proposed activity and/or Improvements are inconsistent with the Airport's mission (purpose), vision, values, goals, or objectives; the best interest of the County; or, any Airport Assurances.



2. DEFINITIONS

Abandoned, Property, other than Aircraft or Vehicles, left at the Airport for 48 hours without the owner moving or claiming it.

Abandoned Vehicle, Any Vehicle that has remained stationary on the Airport in excess of 72 hours and/or is in a condition that would render the Vehicle undrivable, including expired license plates, missing (or flat) tire, and/or broken window.

Accident, A collision or other contact between any part of an Aircraft, Vehicle, equipment, person, stationary object and/or other thing which results in Property damage, personal injury, or death; or an entry into or emergence from a moving Aircraft, Vehicle, or Equipment by a person which results in personal injury or death to such person or some other person or which results in Property damage.

Advisory Circular (or "AC"), Documents issued by the FAA to help explain the intent of a Regulatory Measure, to provide guidance and information to the aviation public in a designated subject area, or to show an acceptable method for complying with a related Regulatory Measure.

Aeronautical Activity (or "Aeronautical Activities" or "Activity" or "Activities"), Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of Aircraft or another Aeronautical Activity, or which contributes to or is required for the safety of such operations and any other activities which, because of their direct relationship to the operation of Aircraft or the Airport, can be regarded as an Aeronautical Activity. Affiliate, Any entity that shall directly or indirectly control, be under the control of, or be under common control with Operator. "Control" for these purposes shall mean the direct and indirect ownership of 50% or more of the outstanding voting stock of a corporation or 50% or more equity or controlling interest if not a corporation.

Agency, Any federal, state, or local governmental entity.

Agreement, Any written contract (e.g., lease agreement, permit, etc.), including any amendments thereto, enforceable by law, entered into by the County or for which the County's consent has been given granting a concession, transferring rights or interest in land and/or Improvements, and/or otherwise authorizing the conduct of certain Activities.

Air Carrier, An entity engaged in the operation of an Aircraft for the purpose of transporting passengers, mail, express, freight, or cargo, whose operation is either intrastate and interstate.

Air Operations Area (or "AOA"), A portion of the Airport that includes Aircraft Movement Areas, Aprons, and safety areas, and any adjacent areas that are not separated by adequate security systems, measures, or procedures.

Air Traffic Control (or "ATC"), A service operated by appropriate authority sanctioned and certified by the FAA for the control, separation, and movement of Aircraft in the air or on the ground.

Aircraft, A device that is used or intended to be used for flight in the air.

Aircraft and Passenger Liability, To include bodily injury, Property damage, and passenger injury for all owned, leased, or operated Aircraft.

Aircraft Design Group, A FAA designated grouping of Aircraft based upon wingspan. The groups are as follows:



- Group I: Up to but not including 49 feet.
- Group II: 49 feet up to but not including 79 feet
- Group III: 79 feet up to but not including 118 feet
- Group IV: 118 feet up to but not including 171 feet
- Group V: 171 feet up to but not including 214 feet
- Group VI: 214 feet up to but not including 262 feet

Aircraft Line Maintenance, Aircraft Maintenance typically required to return an Aircraft to service within a short period of time. Examples include, but are not limited to: replenishing lubricants, fluids, nitrogen, and oxygen; servicing of landing gear tires and struts; lubricating Aircraft components; and, avionics/instrument removal and/or replacement.

Aircraft Maintenance, The repair, alteration, calibration, adjustment, preservation, or inspection of Aircraft airframe, powerplant, propeller, and accessories (including the replacement of parts) as described in 14 CFR Part 43.

Aircraft Operator, A person who uses, causes to be used, or authorizes to be used an Aircraft, with or without the right of legal control (as Owner, Lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft or the operation of Aircraft on any part of the surface of the Airport.

Aircraft Rescue and Fire Fighting (or "ARFF"), Personnel, equipment, and facilities located on or off the Airport dedicated to dealing with Aircraft Accidents/incidents and all rescue and firefighting tasks, structural fires, and other firefighting or rescue emergency activities at the Airport.

Airframe and Powerplant Mechanic (or "A & P Mechanic"), A person who holds an Aircraft mechanic certificate with both the airframe and powerplant ratings. This certification is issued by the FAA under the provisions of 14 CFR Part 65.

Airport, The Napa County Airport and all land, Improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan (or Exhibit A of the most recent FAA grant) and as it may hereinafter be extended, enlarged, or modified.

Airport Assurances, Those contractual obligations that are described by law in 49 U.S.C. 47107 and are undertaken by a public airport sponsor as a condition of receipt of federal airport development grants or federal surplus Property.

Airport Identification Badge, A media allowing access to certain parts of the Airport.

Airport Layout Plan, (or "ALP"), The FAA approved and County adopted drawing, as may be amended from time to time, which reflects an agreement between the FAA and County depicting the physical layout of the Airport and identifying the location and configuration of current and proposed Runways, Taxiways, buildings, roadways, utilities, nav aids, etc and proposed allocation of Airport land and/or Improvements to specific uses and/or development.

Airport Manager, That person, or their designated representative, appointed by the County responsible for the day-to-day administration, operations, and maintenance of the Airport and all County owned Property, material assets, financial assets, and employees at the Airport.



Airport Security Program (or "ASP"), The current Airport Security Program, as may be amended from time to time, approved by the TSA (if necessary), that specifies the systems, measures, and procedures that are used to meet the Airport's regulatory and statutory responsibilities relating to airport security.

Airport Surface, The Runways for landing and taking off of Aircraft, designated helipads, Taxiways for ground movement of Aircraft, and Apron for loading, unloading, fueling, and emergency servicing of Aircraft.

Applicant, An entity proposing to engage in Activities and use land and/or Improvements at the Airport.

Appraiser, A person who possesses the education, training, experience, and professional qualifications necessary to render a properly informed opinion regarding the value of real estate.

Apron, Those Paved areas of the Airport within the AOA designated by the County for the loading or unloading of passengers, servicing, and/or parking of Aircraft.

Association, An entity legally formed and recognized under the laws of the state of California having an existence separate and apart from its members or shareholders (i.e., Limited Liability Company, Corporation, Partnership, Limited Partnership, etc.).

Authorizing Agent, Any business, Lessee, or Aircraft Operator based at the Airport, or an Agency that holds a contract with the Airport.

Avgas, Aviation Gasoline

Base Rate, Rents and/or fees paid by the Lessee or Operator during the first year of the Agreement.

Based Aircraft, Any Aircraft which is habitually situated at the Airport when not in flight.

Board of Supervisors (or "Board"), Napa County Board of Supervisors.

Capital Investment, Any County approved expenditure made by a Lessee to (a) the Lessee's Leased Premises which will, at the end of the term of the Agreement, revert to the County and/or (b) Airport Infrastructure which will immediately revert to the County.

Certificates of Insurance, A certificate provided by and executed by an Operator's or Lessee's insurance company evidencing the insurance coverages and limits of the Operator or Lessee.

CFR, Code of Federal Regulations, as may be amended from time to time.

Co-Op Fueling, The Fueling of an Aircraft by the Owner of the Aircraft, or the Owner's Employee, using Vehicles, Equipment, and resources of an approved Association.

Commercial, An Activity designed to generate and/or secure earnings, income, Compensation (including exchange or barter of goods and services), and/or profit, whether or not such objectives are accomplished.

Commercial General Liability, For damages due to bodily injury, personal injury, Property damage contractual liability, products and completed operations and, if applicable, use of unlicensed Vehicles that in any way arise from the use of the Leased Premises and operations or Activities of the entity. Non-licensed Vehicles operated on the Movement Area



will require coverage in an amount not less than identified for combined single limit per occurrence for bodily injury, personal injury, and Property damage.

Commercial or Business Automobile Liability, To include bodily injury and Property damage for all Vehicles arising out of the use, loading, and unloading of owned, non-owned, or hired Vehicles.

Compensation, Any form of reimbursement for goods or services such as monetary, barter, favors, gratuity, etc.

Competitive Proposal Process, A process that is used to seek competitive proposals from qualified entities when land and/or Improvements are or become available at the Airport for occupancy or use.

Condemnation, The taking of land and/or Improvements for any public or quasi-public use under any Regulatory Measure or by the right of eminent domain, or by private purchase in lieu thereof.

Contiguous Land, Land that shares an edge or boundary or is separated by no more than a Taxilane.

Courtesy Vehicle, Any Vehicle used in Commercial Activity, other than a taxicab, to transport persons, baggage, or goods, or any combination thereof, between the Airport and off-Airport businesses such as hotels, motels, or other attractions and the business establishment owning or operating such Vehicle, the operation of which is generally performed as a service without direct costs to the passenger.

Current, All rents, fees, and other charges required to be paid under any and all Agreements are paid.

Department of Homeland Security (or "DHS"), A single, integrated executive department (combining federal, state, and local responsibilities) of the United States Government focused on protecting the American people and their homeland. It was established by the Homeland Security Act of 2002.

Department of Public Works (or "Department"), Responsibility for the management of special district operations; the review of private development projects, division of property, and modification or establishment of property lines, the acquisition and deposition of real property related to County public improvements; and the County property lease services. Additionally, the Department of Public Works is responsible for developing or managing the preparation of various master plans for future construction of County facilities and certain public services.

Department of Transportation (or "DOT"), The Cabinet department of the United States Government concerned with transport. It was established by an act of Congress on October 15, 1966 and began operation on April 1, 1967.

Development Guidelines, The parameters governing the design, construction, and/or modification of Operator or Lessee land and/or Improvements at the Airport, as may be amended from time to time.



Director of Public Works, That person, or their designated representative, who plans, organizes, and directs the Public Works Department including the County Flood Control and Water Conservation District and the Airport. The Director of Public Works also is tasked to administer the engineering, construction, and maintenance activities of the Public Works Department and perform functions required by law of the County Engineer, District Engineer, and County Road Commissioner.

Emergency Public Service, Services provided to the general public including the law enforcement, fire protection, rescue, and emergency medical or ambulatory transportation.

Emergency Vehicle, Vehicle of any Agency providing law enforcement, fire protection, rescue, emergency medical or ambulatory transportation, or any Vehicle conveying an Airport official or Airport employee in response to an official emergency call.

Employee(s), Any individual employed by an entity which collects and pays all associated employer related taxes on behalf of Employee. The determination of status between “Employee” and “contractor” shall be made according to the current IRS standards.

Environmental Liability, To include liability for bodily injury, Property damage, and environmental damage resulting from sudden and accidental releases of pollution and covering related or resultant cleanup and/or remediation costs arising out of the occupancy and use of the Leased Premises.

Environmental Protection Agency (or “EPA”), The Agency within the United States Government that has the responsibility for enforcing the environmental regulations or laws enacted by Congress. It was established by an act of Congress on December 2, 1970.

Equipment, All Property and machinery, together with the necessary supplies, tools, and apparatus necessary for the proper conduct of the Activity being performed.

Exclusive Right, A power, privilege, or other right excluding or preventing another from enjoying or exercising a like power, privilege, or right. An Exclusive Right may be conferred either by express Agreement, by imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties, but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct an Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

Fair Market Rent, The rent that land or Improvements would command in the open market as indicated by rents asked and paid for comparable land or improvements as of the date of determination.

Federal Aviation Administration (or “FAA”), The Agency within the Department of Transportation of the United States Government that has the responsibility of regulating Aeronautical Activities. It was established by an act of Congress on April 1, 1967.

Federal Aviation Regulation (or “FAR”), Regulations prescribed by the FAA governing all aviation activities in the United States, which are written, approved, and published by the FAA. In 1996, all references to the FARs were changed to 14 CFR (Title 14 of the Code of Federal Regulations).



Fire Department, Fire fighting personnel (including ARFF personnel) who are responsible for fire fighting at the Airport. As such, the terms “Fire Department” and “ARFF personnel” are used interchangeably.

Fiscal Year (or “FY”), The accounting period of the County beginning July 1st and ending June 30th established for accounting purposes.

Fixed Base Operator (or “FBO”), A Commercial Operator engaged in the sale of products and services and/or subleasing of facilities to Aircraft Operators including, at a minimum, the following Activities at the Airport:

- A. Sale of Aviation Fuels (Jet Fuel and Avgas) and Aircraft Lubricants
- B. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
- C. Aircraft Maintenance
- D. Flight Rental and Flight Training or Aircraft Charter and Management
- E. Aircraft Parking, Hangar, Office, and Shop

Flight Training, Any use of an Aircraft to teach, increase, or maintain pilot or crewmember proficiency rather than the use of an Aircraft as transportation between two different airports or other destinations. Flight Training shall also include any portion of a flight between two airports or other destinations dedicated to increase or maintain pilot or crewmember proficiency.

Fuel, Any substance (solid, liquid, or gaseous) used to operate any engine in Aircraft, Vehicles, or equipment.

Fuel Handling, The transporting, delivering, fueling, dispensing, or draining of Fuel or Fuel waste products.

General Aviation, All aviation with exception of Air Carriers and government. General Aviation Aircraft are utilized for Commercial and Non-Commercial purposes including business, corporate, recreational/pleasure, charter/air taxi, industrial/special purpose, and instructional.

General Provisions, Provisions common to all Primary Guiding Documents, as may be amended from time to time.

General Aviation Leasing/Rents and Fees Policy, Sets forth the parameters for leasing Airport land and Improvements and outlines the process for establishing and adjusting General Aviation rents and fees at the Airport, as may be amended from time to time.

General Aviation Minimum Standards, Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in Activities at the Airport, as may be amended from time to time.

Good Standing, Full compliance with all applicable Regulatory Measures and not in default of any Agreement with the County.

Hangar, Any fully or partially enclosed storage facility for an Aircraft.

Hangar Keeper’s Liability, To include Property damage for all non-owned Aircraft under the care, custody, and control of the Operator.

Hazardous Materials, Any substance regulated by the EPA.



Immediately, The ability to occupy Leased Premises and offer products, services, and/or facilities (to the public) as of the effective date of the Agreement. When construction and/or alteration of facilities are involved, immediately shall mean the ability to obtain a certificate of occupancy from the authorizing Agency for the proposed facilities within 18 months following the possession of the Leased Premises.

Improvements, All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the Airport.

Infrastructure, Runways, Taxiways, Taxilanes, Aprons, nav aids, airport roadways, and utilities.

Jet Fuel, Fuel commonly utilized in Turboprop and Turbojet Aircraft.

Law Enforcement Officer, Law enforcement officers of any Agency authorized to enforce the law.

Leased Premises, The land and/or Improvements used exclusively under Agreement by a Lessee.

Lessee, An entity that has entered into an Agreement to occupy, use, and/or develop land and/or Improvements.

Light Aircraft, Aircraft with a maximum takeoff weight of 12,500 pounds or less.

Limousine, A Vehicle for hire that is not configured with a taximeter, which charges unmetered predetermined rates.

Loitering, Remaining in an area for no obvious reason or no ability to give a satisfactory explanation of one's presence.

Master Plan, An assembly of documents and drawings covering the development of the Airport from a physical, economical, social, and political jurisdictional perspective and adopted by the Airport, and any amendments, modifications, revisions, or substitutions thereof. The Airport Layout Plan (ALP) is a part of the Master Plan.

ME, Multi-engine Aircraft

Movement Area, The Runways, Taxiways, and other areas of the Airport which are utilized for taxiing, air taxiing, takeoff, and landing of Aircraft, exclusive of loading ramps and parking areas. It includes all areas under the direct and positive control of ATC.

National Fire Protection Association (or "NFPA"), All codes and standards contained in the Standards of the National Fire Protection Association, as may be amended from time to time.

No Parking Zone, the Paved area in front of any red-painted curbing or with signage stating "No Parking" or "No Parking Anytime."

Non-Commercial, Not for the purpose of securing earnings, income, Compensation (including exchange of service), and/or profit.



Non-Commercial Entity, An entity that either owns or leases and operates Aircraft for personal or recreational purposes. In the case of a business, the operation of Aircraft must be an ancillary activity to support the business's purposes by providing transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the Non-Commercial Entity neither offers nor engages in Commercial Aeronautical Activities.

Non-Movement Area, Those portions of the Airport where Aircraft taxi, or are towed or pushed without radio contact with ATC or with other Aircraft.

Notice To Airmen (or "NOTAM), Guidelines regarding aeronautical operations issued by a representative of the FAA, the Airport Manager, ATC, or other authorized Agency.

Operator, A person that has entered into an Agreement or subleased office, shop, Hangar, and/or land to engage in Commercial Aeronautical Activities at the Airport.

Owner, The registered legal Owner of an Aircraft according to the records of the FAA or a Vehicle according to the California Department of Motor Vehicle records.

Paved, Covered with asphalt or concrete that forms a firm level surface.

Permittee, An entity who has written permission from the County to conduct an Activity, within the confines of the Permit, at the Airport.

Piston Aircraft, An Aircraft that utilizes a reciprocating engine for propulsion.

Primary Guiding Documents, A compendium of Airport policies, standards, guidelines, rules, and regulations that govern the operation, management, and development of an Airport, properly adopted by resolution of the Board, as may be amended from time to time, including General Aviation Leasing/Rents and Fees Policy, General Aviation Minimum Standards, Rules and Regulations, and Development Guidelines.

Private Vehicle, Any Vehicle operated for transportation of persons or baggage that is not customers of the Vehicle Operator and no revenue is being derived from the transportation either directly or indirectly.

Property, Anything that is owned by an entity.

Public Area, Those areas normally used by the general public. These areas include concessionaire shops, restrooms, passenger terminal building lobbies, hallways, passage ways, public transportation waiting areas, viewing areas, roadways, walkways, sidewalks, and Vehicle parking lots. They do not include areas leased by Commercial businesses unless such businesses so designate certain areas as public use areas. They do not include the AOA, Restricted Areas, and employee parking lots.

Readily Available, Conveniently located (in close proximity) and accessible, but not necessarily located on the Leased Premises.

Refueling Vehicle, Any Vehicle used for transporting, handling, or dispensing of Fuels, oils, and lubricants.

Regulatory Measures, All applicable federal, state, county, and local laws, codes, ordinances, policies, rules, and regulations.

Repair Station, A certificated Aircraft Maintenance facility approved by the FAA to perform specific maintenance functions. These facilities are certificated under 14 CFR Part 145.



Restricted Area, Areas of the Airport, other than Public Areas, wherein entry or use thereof is restricted to authorized personnel pursuant to applicable Regulatory Measures, including but not limited to: Runways, Taxiways, Taxilanes, and fire lanes, Airport maintenance facilities, mechanical rooms, electrical vaults, fire breaks and any other areas marked as such with appropriate signage, including the AOA.

Rules and Regulations, the rules and regulations set forth for the safe, orderly, and efficient operation and use of the Airport, as may be amended from time to time.

Runup, Aircraft engine operation above normal idle power for purposes other than initiating taxi or takeoff.

Runway, An area of the Airport developed and improved for the purpose of accommodating the landing and takeoff of Aircraft.

SE, Single-engine Aircraft

Self-Fueling, The Non-Commercial fueling of an Aircraft by the Aircraft Owner or the Owner's Employee(s) using the Owner's Vehicles, Equipment, and resources.

Self-Service, Includes activities such as adjusting, repairing, cleaning, and otherwise providing service to an Aircraft, provided the service is performed by the Aircraft Owner or the Aircraft Owner's Employees using the Aircraft Owner's Vehicles, Equipment, and resources.

Spill Prevention, Control, and Countermeasures Plan (or "SPCC Plan"), A contingency plan defined by the EPA that covers measures, points of contact, the chain of command, and individual responsibilities within the plan.

Specialized Aviation Service Operator (or "SASO"), A Commercial Operator that provides any one or a combination of the following Activities: Aircraft Maintenance, avionics or instrument maintenance, Aircraft rental or Flight Training, Aircraft charter or Aircraft management, Aircraft sales, and other Commercial Aeronautical Activities.

Stall, An individual parking space identified by painted white lines on the pavement which indicates the boundaries of the individual Vehicle parking space.

Sublease, An Agreement entered into by an entity with an Operator or Lessee that transfers rights or interests in the Operator's or Lessee's Leased Premises and properly consented to by the County.

Sublessee, An entity that has entered into a Sublease with an Operator or Lessee who is authorized to engage in Commercial Aeronautical Activities at the Airport.

Storm Water Pollution Prevention Plan (or "SWPPP"), A plan that identifies the controls that have been put in place to minimize the impact of storm water discharges on the environment.

Student and Renter Liability, To include bodily injury, personal injury, and Property damage (excluding Aircraft hull) for students and renters of Aircraft.

Taxilane, The portion of the Apron used for access between Taxiways and Aprons and not under ATC control.

Taxiway, A defined path, usually Paved, over which Aircraft can taxi from one part of an airport to another (excluding the Runway) and is under ATC control.



DEFINITIONS

Through-the-Fence, The right to have direct access to the Airport from private property located contiguous to the Airport. Through-the-fence Operators, while being located off Airport property, have access to the Airport's runway and Taxiway system.

Tiedown, An area Paved or unpaved suitable for parking and mooring of Aircraft wherein suitable anchoring points and Equipment are located.

Transient Aircraft, Any Aircraft utilizing the Airport for occasional transient purposes and is not based at the Airport.

Transportation Security Administration (or "TSA"), The Agency within the Department of Homeland Security of the United States Government responsible to safeguard United States transportation systems and ensure secure air travel. It was established by the Aviation and Transportation Act passed on November 19, 2001.

Turbojet Aircraft, An Aircraft that utilizes one or more jet engines that have a turbine driven compressor and develops thrust from the exhaust of hot gases.

Turboprop Aircraft, An Aircraft that utilizes a gas turbine engine to drive a set of reduction gears, which, in turn, drives a propeller for propulsion.

Ultralight Vehicle, Any contrivance used or intended to be used for manned operation in the air by a single occupant; does not have any U.S. or foreign airworthiness certificate; and if unpowered, weighs less than 155 pounds; or if powered, weighs less than 254 pounds empty weight, excluding floats and safety devices which are intended for deployment in a potentially catastrophic situation; has a Fuel capacity not exceeding 5 U.S. gallons; is not capable of more than 55 knots calibrated airspeed at full power in level flight; and has a power-off stall speed which does not exceed 24 knots calibrated airspeed.

Vehicle, Any device that is capable of moving itself, or being moved, from place to place upon wheels; but does not include any device designed to be moved by human muscular power or designed to move primarily through the air.

Vehicle Operator, Any person who is in actual physical control of a Vehicle.